

**INDEXING INSTRUCTIONS:** LOT 111, SECTION C, PLUM POINT VILLAGE SUBDIVISION, LOCATED IN SECTION 6, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI

File Number: 2218-1724935

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

**SPECIAL WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, JPMORGAN CHASE BANK, N.A. AS TRUSTEE, BY EMC MORTGAGE CORPORATION, AS ATTORNEY IN FACT, does hereby sell, convey and warrant specially unto JEFFREY D. HUGHES, the following described property situated in DESOTO County, Mississippi, being more particularly described herein, to wit:

**LOT 111, SECTION C, PLUM POINT VILLAGE SUBDIVISION, LOCATED IN SECTION 6, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 52-54, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.**

MORE COMMONLY KNOWN AS: 5452 PLUM TREE DRIVE, SOUTHAVEN, MS 38671.

THIS CONVEYANCE and the warranty hereof are made subject to all building restrictions, restrictive covenants, easements, rights of way, and mineral reservations of record, if any, pertaining to the above described property.

IT IS AGREED AND UNDERSTOOD that the ad valorem taxes for the current year have been prorated as of this date on an estimated basis or actual taxes from the previous year and that the prorations are final and any difference will not be adjusted by the Seller after closing.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said GRANTEE, its heirs or assigns forever, subject to, and excepting, current taxes and other assessments reservations in patents, and all easements, right-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record. GRANTOR does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said GRANTEE, its heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, through, or under GRANTOR, but not otherwise.

Ms Jille

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WITNESS MY SIGNATURE, this the 22 day of October, 2007.

Seller Name: JPMORGAN CHASE BANK, N.A. AS TRUSTEE,  
BY EMC MORTGAGE CORPORATION, AS ATTORNEY IN FACT

BY: [Signature]

Name & Title:

Craig Reuter  
Assistant Vice President



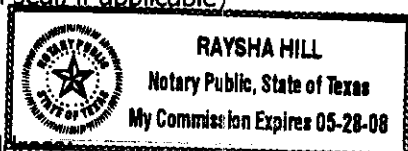
STATE OF ~~FLORIDA~~ Texas  
COUNTY OF Denton

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this October 22, 2007, within my jurisdiction, the within named Craig Reuter who acknowledged that (he)(she) is Assistant Vice President of EMC MORTGAGE CORPORATION, AS ATTORNEY IN FACT for JPMORGAN CHASE BANK, N.A. AS TRUSTEE, and that for and on behalf of the said corporation, and its act and deed (he)(she) executed the above and forgoing instrument, after having first been duly authorized so to do.

[Signature]  
Notary Public

My Commission Expires:

(Affix official seal, if applicable)



Grantor's Address:

JPMORGAN CHASE BANK, N.A. AS TRUSTEE, BY  
EMC MORTGAGE CORPORATION, AS ATTORNEY IN  
FACT

800 E. State Hwy 121  
Lewisville TX 75067  
972-444-2558

Grantee's Address:

JEFFREY D. HUGHES  
5452 Plum Tree Drive  
Southaven MS. 38671  
(662) 404-2144  
(662) 404-2145

Prepared By:

T. Frank Collins, Collins & Associates, PLLC, One Woodgreen Place, Suite 210, Madison, Mississippi 39110,  
(601) 853-4400, MSB #6394

Return To: Mississippi Title & Appraisal Co., 4780 Interstate 55 North, Suite 400, Jackson, Mississippi  
39211, (800) 682-0088

EMC MORTGAGE CORPORATION  
Certificate of Secretary

I, the Assistant Secretary, a duly elected, qualified and incumbent Assistant Secretary of EMC Mortgage Corporation, a Delaware corporation (the "Corporation"), do hereby certify that pursuant to a Unanimous Written Consent in Lieu of a Meeting of the Board of Directors, dated February 12, 1997, the Board of Directors adopted the following resolution:

"RESOLVED, that any Executive Vice President, Senior Vice President, Vice President or Assistant Vice President of the Corporation is authorized, empowered and directed to execute and deliver in the name of and on behalf of the Corporation any and all agreements, certificates, instruments or documents of any kind whatsoever purporting to represent or bind the Corporation as may from time to time be necessary or appropriate in connection with transactions involving individual mortgage loans, whether such mortgage loans be then owned by the Corporation or are being serviced by the Corporation on behalf of others, such authority to include, but not be limited to, the modification of the terms of individual mortgage loans, the entry into workout or forbearance agreements in connection with individual mortgage loans, taking all actions necessary or appropriate in relation to mortgage loans whose borrowers are in bankruptcy, the release of property from the lien of individual mortgage loans, the acceptance of proceeds of condemnation of the property relating to individual mortgage loans, the filing or compromise of insurance claims relating to individual mortgage loans, the acceptance of deeds in lieu of foreclosure with respect to individual mortgage loans, the management, rental and sale of individual properties obtained by foreclosure, deed-in-lieu-of-foreclosure or other conversion of mortgage loans, the execution of deeds and other instruments incidental to the sale of such properties, and all other matters incidental or customary in respect of the servicing of individual mortgage loans."

I do also certify that Susan F. Christy, Chris M. Alcedo, Linda E. Hicks, and Richard Rice are duly elected Vice Presidents and Rhonda Anderson, Craig Reuter, Mary Jacque Thompson, Becky Halfmann and Mark Blanton are duly elected Assistant Vice Presidents of the Corporation, presently serving as of the date of this Certificate.

I do further certify that as Assistant Secretary as aforesaid, I have custody of the records of meetings of the Board of Directors of the Corporation, and that the aforesaid resolution is a true and correct copy of the resolution adopted on February 12, 1997, and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed her signature and the corporate seal of the Corporation this 1<sup>st</sup> day of October, 2007.

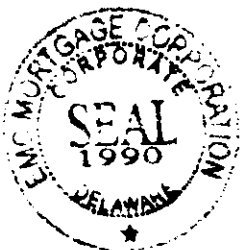
  
 Sally Walker, Assistant Secretary

  
 Dena Grimes, Assistant Secretary

  
 Ann Lucke, Assistant Secretary

  
 Eileen Deaton, Assistant Secretary

[Corporate Seal]



# Delaware

*The First State*

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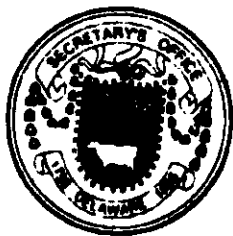
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EMC MORTGAGE CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF JULY, A.D. 2007.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

2242339 8300

070862918



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5881099

DATE: 07-27-07

Prepared by EMC Mortgage Corporation.

**When recorded return to:**

EMC Mortgage Corporation  
Attn: Collateral Management  
2780 Lake Vista Drive  
Lewisville, TX 75067-3884  
972/444-2800

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that JPMorgan Chase Bank, a New York Banking Corporation organized and existing under the laws of the State of New York and having its principal place of business at 4 New York Plaza, 6th Floor, New York, New York 10004, (the "Trustee") pursuant to a Pooling and Servicing Agreement dated June 1, 2005, ("Agreement") hereby constitutes and appoints EMC Mortgage Corporation, ("EMC"), by and through EMC's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by EMC pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders of Structured Asset Mortgage Investments II Trust 2005-AR3 Mortgage Pass-Through Certificates Series 2005-AR3 (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee or beneficiary by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust and/or assignment of the Mortgage or Deed of Trust) and for which EMC is servicing.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, or re-titling of other security instruments, where said modification, re-recording or re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instruments to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification, re-recording, or re-titling in either instance, does not adversely affect the lien position of the Mortgage, Deed of Trust or other security instrument as insured and (ii) otherwise conforms to the provision of the Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements, and recordation of same (if necessary).
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full or partial conveyance upon payment and discharge of the necessary limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage, Deed of Trust or other security instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage, Deed of Trust or other security instrument upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.

8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - a. The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - b. The preparation and issuance of statements of breach or non-performance;
  - c. The preparation and filing of notices of default and/or notices of sale;
  - d. The cancellation/rescission of notices of default and/or notices of sale;
  - e. The taking of deed-in-lieu of foreclosure; and
  - f. The preparation and execution of such other documents and performance of such other actions as may be helpful or necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraph 8. a. through 8. e. above.
9. With respect to other security instruments the power to:
  - a. Perform any other necessary acts of foreclosure and/or eviction.
10. With respect to the sale of real property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation, the execution of the following documentation:
  - a. Listing agreements;
  - b. Purchase and sale agreements;
  - c. Grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - d. Escrow instructions; and
  - e. Any and all documents necessary to effect the transfer of real property.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged or real property.
12. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan or repairs to the real property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all the Limited Power of Attorney shall be effective as of June 1, 2005.

This Appointment is to be construed and interpreted as a Limited Power of Attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding brought against JPMorgan Chase Bank as Trustee for the applicable trust, except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of JPMorgan Chase Bank as Trustee, then the Servicer shall forward a copy of same to the Trustee within a reasonable period of time.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the Agreements or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement. Notwithstanding anything contained herein to the contrary, Seller shall not, without the Trustee's prior written consent (i) hire or procure counsel to represent the Trustee in its individual capacity; or (ii) prepare, execute or deliver any government filing

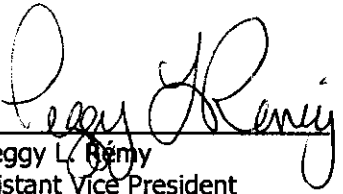
forms, permit registration or other documents, which have the effect of causing the Trustee to be registered to do business in any state. The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, JPMorgan Chase Bank has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 31st day of August, 2005.

JPMORGAN CHASE BANK, a National Association,  
not in its individual capacity but solely as Trustee

Attest:   
Name: Peggy L. Remy  
Title: Assistant Vice President

By:   
Name: Melissa Wilman  
Title: Vice President

{Corporate Seal}

Witness:   
Name: Mirela Cabej

Witness:   
Name: Lauren Grunley

Acknowledged and Agreed  
EMC Mortgage Corporation

By:   
Name: **ANN LUCKE**  
Title: **ASSISTANT SECRETARY**

State of New York       )  
                                  )ss.:  
County of New York     )

On this 31st day of August in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Melissa Wilman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

IRENE SIEGEL  
Notary Public, State of New York  
No. 24-4927894  
Qualified in Kings County  
Commission Expires April 25, 06